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v. *Boddington* L. R. 6 P. D. 13; *Wales v. Wales*, 119 Mass. 89; *Garnett v. Garnett*, 114 Mass. 347, 19 Am. Rep. 369; *Graves v. Graves*, 108 Mass. 314. Where the husband dies before the decree nisi is made absolute, the wife is entitled to the rights of a widow. *Chase v. Webster*, 168 Mass. 228. Only a decree absolutely sundering the marriage can deprive a wife of her dower right. *Reynolds v. Reynolds*, 24 Wend. 193; *Cooper v. Whitney*, 3 Hill 95; *Van Cleaf v. Burns*, 118 N. Y. 549, 23 N. E. 881, 16 Am. St. Rep. 782. Under this construction of the statutes it becomes possible for a guilty wife to obtain dower after the interlocutory decree is made, provided that the husband dies within the three months set for the making of the absolute decree, and this in spite of the provision in §1774, Code Civ. Pro. that after an interlocutory decree the person against whom such decree is rendered shall have no lien upon the property of the party succeeding in the action.

EVIDENCE—DIFFERENCE BETWEEN BURDEN OF PROOF AND BURDEN OF EVIDENCE.—The plaintiff sued the defendant on an alleged written guaranty of the payment of certain notes, and made out a prima facie case by putting the instrument in evidence. The subscribing witness was then called and testified that when the instrument was executed and delivered, it did not contain the last four words "and will guarantee them" now appearing upon it. There was evidence on both sides of this issue. The plaintiff contends that the lower court's instruction, to the effect that the burden of proof was upon the plaintiff, as to this issue, was error. *Held*, that the instruction was correct. *Foss v. McRae et al.* (1909), — Me. —, 73 Atl. 827.

There is much confusion in the cases, as to the meaning of the phrase, "burden of proof." This is due to the fact that many courts give the phrase two entirely different meanings, (1) as indicating a necessity to establish a fact by evidence which preponderates or (2) as indicating a necessity, which rests upon a party, to create a prima facie case in his favor or to overthrow a prima facie case, already created against him. 16 Cyc. 926; *Ruth v. Krone et al.* (1909), —Cal. App. —, 103 Pac. 960. The courts of a large number of states are getting rid of such confusion, by using this phrase in the first sense only. Such courts give to the phrases, "burden of evidence" and "weight of evidence," the second meaning. "While the burden of evidence may be said to have shifted from the plaintiff to the defendant, when she had made out a prima facie case, and from the defendant to the plaintiff, again, when their evidence had overcome the prima facie case, the burden of proof had not changed at all. * * * A plaintiff, however often the evidence shifts, must upon the whole, persuade the jury, by legal evidence, that his contention is correct. * * * The risk of non-persuasion, is the burden which he must assume." *Foss v. McRae*, supra; *Buswell v. Fuller*, 89 Me. 600; *Central Bridge Corp. v. Butler*, 68 Mass. 130; *Little Pittsburg Con. Min. Co. v. Little Chief Min. Co.*, 11 Colo. 223; *Pease v. Cole*, 53 Conn. 53.

EVIDENCE—PROOF OF DEATH—PRIVILEGED COMMUNICATIONS BETWEEN HUSBAND AND WIFE.—The plaintiff's husband left his home in Port Huron, Mich., for Seattle, Wash., in March, 1900. The plaintiff received letters